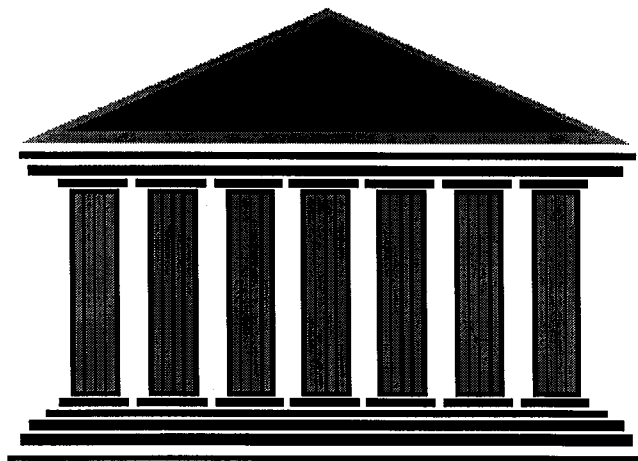


ADMINISTRATIVE MANUAL

Court Security Fund



DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY

DIVISION OF CRIMINAL JUSTICE SERVICES

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PREFACE

This manual provides procedures for the administration of The West Virginia Court Security Fund, and is applicable to all grants approved by the Court Security Board. When revisions and corrections are deemed necessary, appropriately changed pages will be issued.

The staff of the Division of Criminal Justice Services will be pleased to discuss any questions which are not adequately covered in this manual and will be receptive to recommendations that might make the administration of grant funds easier and more efficient. For further information, clarification, materials, or submission of ideas, please contact:

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Chapter 1

GENERAL INFORMATION

A. Description

The Court Security Fund was established by the West Virginia Legislature to make State funds available to county court facilities for the purposes of enhancing the security of such courts. The Court Security Board was also established to review and approve county court security plans for all court facilities and upon approval of a county's court security plan award funds to purchase equipment or make other expenditures in accordance with the approved security plan. Funding under this program is available to County Commissions which are required to have letters of comment from their respective Chief Circuit Judge, Circuit Clerk, County Sheriff, Prosecuting Attorney, Chief Magistrate (if applicable) and Family Court Judge.

The Court Security Board consists of seven members and the Administrative Director of the West Virginia Supreme Court of Appeals who serves as ex officio and the chair of the board. The Board members consist of: one circuit court judge, one magistrate, one family court judge, one member of the bar, one representative of the counties, one representative of the sheriffs, and one representative of the state police.

B. Administration of State Funds

The Division of Criminal Justice Services, of the West Virginia Department of Military Affairs and Public Safety has been designated as the state agency responsible for the grant administration of the West Virginia Court Security Fund.

Chapter 2

APPLICATION PROCESS

A. General

Applications for grant funds by agencies are initiated by completing a grant application for The Court Security Fund and submitting it to the Division of Criminal Justice Services. Applications for projects under this program can be accepted only when submitted by County Commissions, which are required to have letters of comment from their respective Chief Circuit Judge, County Sheriff, Prosecuting Attorney, Circuit Clerk, Chief Magistrate (if applicable) and Family Court Judge.

The standard grant application form must be used for all grants. Copies of this form are available from Division of Criminal Justice Services.

B. Application Process

The application process consists of the following steps:

1. Applications will be promptly acknowledged upon receipt and reviewed for completeness.
2. The Court Security Board will assess the merit and overall need of the project as well as evaluate how the specific project will satisfy goals and objectives. The merits of the application might include, but will not necessarily be limited to:
 - a. Compliance of the proposed project application with the approved court security plan.
 - b. The eventual assumption of costs by the applicant agency.
 - c. Probability that the grant will achieve its objective(s).
 - d. Adequate fiscal responsibility.

3. The Court Security Board will meet to review applications. As a condition of funding, it is required that an individual(s) who is familiar with the proposed project be in attendance or available via telephone to present their plan and application to the Court Security Board during the grant review meeting.
4. The Court Security Board will make one of the following recommendations:
 - a. Approve the application.
 - b. Approve with conditions, budget adjustments, or amendments to the application.
 - c. Return for revision. The required revision will be appended to the application.
 - d. Denial.

Applicants should note that authority to make grant awards is vested only in the Court Security Board.

C. **Award**

If a project is not operational within 90 days of the original starting date of the grant period, the grantee must submit correspondence to the DCJS/Court Security Fund explaining the implementation delay. Upon receipt of the 90-day letter, DCJS/Court Security Fund may cancel the project and redistribute the funds to other projects or under extenuating circumstances, extend the project period.

Any grant funds that remain unobligated or unexpended at the end of the grant period shall be returned to the DCJS/ Court Security Fund.

Chapter 3

ALLOWABILITY OF COSTS

A. **General**

The purpose of this chapter is to set forth cost allowability rules and principles. The rules and principles for determining allowable costs* apply to all grants awarded and are intended to provide a basis for a uniform approach when determining costs under projects supported with grant funds.

B. **Basic Principles**

The basic guide in determining allowability of costs will be the extent to which these costs contribute to the purposes and execution of grant assisted programs. It will be assumed that:

1. Applicant agencies will bear their appropriate share of allocated costs as allowable under federal, state and local law or regulation.
2. DCJS and its grantees have the primary responsibility for employing whatever form of organization and management techniques will be necessary to assure proper and efficient fiscal administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
3. Costs pertinent to carrying out unrelated functions (i.e., unrelated to programs receiving grant support) are not allowable and there can be no recognition of "profit" or increment above true cost in executing grants.

* In general, project costs are "all necessary charges made by a grantee to accomplish the objectives of a project during the grant period."

C. Prior Notification of Proposed Expenditures

Those counties, which have purchased court security items/systems prior to submitting an application, may be considered for funding for those specific items/systems by the Court Security Board on a case-by-case basis only. It is **required** that each individual applicant provide the Court Security Board with prior written notification clearly detailing proposed expenditures and accompanying costs before the county has made any purchases. Upon receipt of this prior written notification, the Court Security Board will then send written notice to said county to proceed with the implementation of their project, and begin purchasing procedures at their own risk. **Please be aware that this is in no way an approval of grant funding. Furthermore, prior written notification of the county's intent is no guarantee that grant monies will be received for the implementation of this project.**

D. Unallowable Costs

The following categorical guide can be used as an aid in determining unallowable costs:

1. Personnel
2. Architectural Services
3. Non-Security Related Construction
4. Firearms
5. Vehicles

Funds cannot be used to supplant state or local funds, but instead to increase the amount of funds that would be available otherwise from state or local sources.

Chapter 4

GRANTEE REPORTING

A. General

Grantees are required to constantly monitor performance under grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved.

B. Types of Reports

Grantees are required to prepare and submit the following types of reports. (**Appendix A**)

1. Financial Report

This report must be prepared and submitted at least quarterly and no more frequently than monthly to report expenditures of funds. The financial report is due at DCJS no later than 20 days following the close of the quarter or month. Copies of invoices as well as proof of payment will be attached to verify expenditures.

2. Request for Reimbursement

All grant funds are awarded on a reimbursement basis. A Request for Reimbursement form must be prepared and submitted with and supported by the Financial Report and Progress Report to receive reimbursement from DCJS. The total request should coincide with amounts listed on the Grant Financial Report.

3. Progress Reports

This report is used to report progress, achievements, and results since the submission of the last report. Comments should directly relate to the accomplishments of the objectives, goals and impact of the project. This report must be prepared and submitted at least quarterly or no more frequently than monthly and is due no later than 20 days following the close of the reporting month or quarter.

4. Equipment Listing

This report is to be completed and returned to the DCJS if equipment costing more than \$5,000 and having a useful life of one year or more has been purchased with Court Security funds.

Chapter 5

ACCOUNTING BOOKS AND RECORDS

A. General

Grantee must maintain accounting records in accordance with generally accepted accounting procedures that will insure that grant funds are adequately accounted for. The minimum requirements for such records are explained below.

B. Minimum Requirements

In addition to complying with its regular accounting procedure, the grantee must keep special accounting records that will accomplish the following:

1. Account for the receipt of funds approved for each grant project.
2. Account for the expenditure of grant funds approved for each grant project by the broad budget categories set forth below:
 - a. Personnel/Contractual - Salaries and employee benefits. Contracts for hiring of consultants. Consultant services and contracts for hiring consultants require advance DCJS approval.
 - b. Travel - Lodging, transportation, registration fees, and subsistence expenses for project personnel.
 - c. Equipment - Physical property costing over \$5,000.00 per unit and estimated to last one year or more.
 - d. Other - Allowable expenses not otherwise classified.

C. Documentation

Adequate documentation for all project costs must be maintained. Such documentation must be retained and available for audit purposes for the period of time specified in Chapter 6. Adequate documentation is defined as follows for each major budget category:

1. Personnel/Contractual - Documentation would include daily time and attendance records signed by each project employee and his supervisor. Other documentation would include payroll records that indicate payroll period, payment rate, hours per day and other related information. For individuals, documentation would include the consultant agreement and statement from the consultant indicating time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or project delivered, payment rate consistent with consultant agreement and approved by project director.
2. Equipment and Other - Documentation for "Equipment" and "Other" includes purchase orders and audited vendor invoices approved by the project director, as well as copies of checks issued for payment.
3. Travel - Documentation would include detailed expense vouchers, signed by the employees and approved by employees' supervisor. **(Appendix B)**

Chapter 6

GENERAL FISCAL AND ADMINISTRATIVE REQUIREMENTS

A. Written Approval of Changes

Grantee must obtain prior written approval from Division of Criminal Justice Services/The Court Security Board Chairperson for project changes. These include: (1) changes in substance and project activities, set forth in the approved application, (2) changes in the project director or key professional personnel, (3) changes in the project budget (**Appendix C Sample Budget Adjustment**), and (4) changes in the length of the project period.

B. Obligation of Funds

Project funds may not be obligated prior to the effective date or subsequent to the closing or termination date of the project period. Obligations outstanding as of the closing or termination date shall be liquidated within 30 days. Such obligations must be related to goods or services provided within the project period.

C. Travel Regulations and Rates

These costs are to include travel expenses incurred by the program personnel for the purpose of meeting the objectives of the program. Expenses may not exceed ceilings established by either West Virginia State Travel Regulations (**Appendix B**) or the local unit of government's travel regulations, whichever are stricter.

D. Record Retention

Records of the grantee and its contractors, including books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records must be retained

for a period of at least three years. The retention period starts from the date of the submission of the final expenditure report. The three-year retention period is qualified as follows:

1. Records for nonexpendable property acquired with grant funds shall be retained for three years after its final disposition.
2. Records must be retained beyond the three-year period when an audit is in progress and/or the finding of a completed audit have not been resolved satisfactorily. If an audit is completed and the findings are resolved prior to the three-year period, records will be retained until the end of the three-year period. If the three-year period has passed and no audit has been initiated, the records will be retained in accordance with other federal, state and local law. If state and local law requires a longer period of record retention, access to the records will be allowed for purposes of an audit.
3. DCJS may request transfer of certain records to its custody when it determines that the records possess long-term retention value.

E. Project Income

Project income is defined to be "gross income earned by grant supported activities". All other program income earned during the grant period shall be retained by the grantee and, in accordance with the grant agreement, shall be added to funds committed to the project by the grantor and grantee and be used to further eligible program objectives.

F. Audit

As set forth in the grant application, Special Conditions and Assurances, an annual audit is required by all grantees. The audit shall be conducted by a Certified Public Accountant and is to be done on an organization-wide basis as opposed to a grant-by-grant basis.

Chapter 7

PURCHASING PROCEDURES

A. General

This section sets forth procedures for purchasing supplies, equipment, construction, and other services with Court Security Grant Funds. These procedures are furnished to insure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable law.

Subgrantees of West Virginia Court Security Funds must use existing county purchasing regulations and procedures, which reflect applicable federal, state and local laws when purchasing equipment and/or other items using Court Security Grant funds. For example, when making a purchase under a Court Security Fund Grant, the County Commission must follow the same day-to-day Commission procurement practices as it would for any routine County funded purchase.

Should you have technical questions or need interpretations regarding West Virginia purchasing laws, please contact West Virginia Division of Purchasing at (304) 558-2316.

B. Minimum Requirements

Grantees must establish and comply with the following procedures when purchasing materials and services with grant funds:

1. All purchasing transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. The grantee should be alert to organizational conflicts of interest or non-competitive practices among contractors, which may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work and/or RFPs for proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. In this regard, requests for proposal or invitations for bid issued by the grantee to implement the grant project are to provide notice to prospective bidders that DCJS organizational conflict of interest provision is applicable in that contractors that

develop or draft specifications, requirements, and statements of work/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

2. Proposed purchases shall be reviewed by grantee officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchased alternatives to determine which would be the most economical, practical procurement.
3. Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features, which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement, and when so used the specific features of the named brand which must be met by offerors should be clearly specified.
4. Positive efforts shall be made by the grantees to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing grant funds.
5. The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contract, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage of cost" method of contracting shall not be used.
6. Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (7) below is necessary to accomplish sound procurement. However, procurement of \$9,999 or less need not be so advertised unless otherwise required by state or local law or regulations. Where such advertised bids are obtained the awards shall be made to the

responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements, which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so, and such rejections are in accordance with applicable state and local law, rules, and regulations.

7. Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. The term "negotiation" is used to describe all procurements from the private sector that are made by means other than public advertising procedures. Unlike public advertising, negotiation generally involves discussion and bargaining with a view to reaching agreement on the prices and other terms of a proposed contract. It may also be used to obtain an equitable adjustment for a unilateral, grantee-directed change in a contract provision, or to resolve a mutually acceptable amendment or supplement to an existing contract.

Contrary to a commonly held belief, negotiation is in no sense synonymous with non-competitive (sole source) procurement. Although the method of procuring on a non-competitive basis, the general use of negotiation is not intended to preclude competition. In those instances when a contemplated procurement appears to be necessarily non-competitive, the grantee must not only assure that competition is not feasible, but also should take whatever actions are possible to foster competitive conditions for subsequent procurements of the same item. The objective of negotiation, as in public advertising, is to procure in the most effective manner and in the best interest of the grantee.

Public advertising is conducted in full public view, with the bid of each firm known to and examined by his competitors after bid opening. This is not true in competitive firms in which negotiations are not disclosed to competitors or the public and subsequent negotiations on the basis that these proposals are conducted individually with each offeror. Only after the execution of a contract is the successful firm made known and the terms and conditions of the contract disclosed. In this way competitive

pressure is maintained throughout negotiations. Generally, procurements may be negotiated by the grantee if:

- a. The public exigency (requiring immediate aid or action) will not permit the delay incident to advertising;
- b. The material or service to be procured is available from only one person or firm: (All contemplated sole source procurements where the aggregate expenditure is expected to exceed \$9,999 shall be referred to DCJS for prior approval.) Proposed formal advertised or competitive negotiated procurements for which only one bid or proposal is received are deemed to be, for purposes of this paragraph, sole source procurements. Interagency contracts where the work is performed by a state governmental agency, including a state university, does not require approval:
- c. The aggregate amount involved does not exceed \$9,999;
- d. The contract is for personnel or professional services, or for any service to be rendered by a university, college, or other educational institutions;
- e. No acceptable bids have been received after formal advertising;
- f. Otherwise authorized by law, rules, or regulations.

Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practical.

8. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
9. Procurement records or files for purchases in amount in excess of \$9,999 shall provide at least the following pertinent information:

justification for the use of negotiation in lieu of advertising, contractor selection, and the basis for the cost or price negotiated.

10. A system for contract administration shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely follow-up of all purchases.

C. Contract Provisions

Grantee shall include, in addition to provisions to define a sound and compete agreement, the following provisions in all contracts entered into:

1. Contract shall contain such contractual provision or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts, amounts for which are in excess of \$9,999 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. All contracts awarded by grantees shall include a provision to the effect that the grantee, the grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.
4. Each contract awarded by a grantee shall provide that the recipient will comply with applicable federal, state and local regulations and standards. The successful contractor(s) and/or subcontractors(s) receiving this project shall comply with the equal employment provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U. S. C. 200d et seq.); Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; as well as

5. provisions of the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia). Successful contractor shall comply with the West Virginia Act on Wages on Construction of Public Improvements (Article 5A, Chapter 21 of the WV Code –see attached) and shall pay the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workman needed to perform the **contract** (***please contact the Secretary of State's Office at 558-6000 for the Fair Minimum Wage Rate for your particular county***). Violations shall be reported to the Division of Criminal Justice Services and the local Internal Revenue Service field office.

Chapter 8

PROPERTY AND EQUIPMENT MANAGEMENT STANDARDS

A. General

All grantees utilizing grant funds for the acquisition of property must comply with these standards and are responsible for establishing and maintaining systems for the effective management of property acquired.

B. Definitions

The following definitions apply:

1. Real Property - Real property means land, land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. Personal Property - Personal property means property of any kind except real property. It may be tangible (having physical existence) or intangible (having no physical existence, such as patents, inventions, and copyrights).
3. Nonexpendable Personal Property - Nonexpendable personal property means tangible personal property having a useful life of one year or more and an acquisition cost of over \$5,000 per unit.
4. Expendable Personal Property - Expendable personal property refers to all tangible personal property other than nonexpendable property.

C. General Standards

Grantees must comply with the following property management standards:

1. Acquisition - Grantees are required to be prudent in the acquisition and management of equipment acquired with grant funds.

Expenditures of grant funds for acquisition of new equipment, when suitable equipment required for the successful execution of a project is already available within the grantee organization, will be considered unnecessary expenditures.

2. Loss, Damage or Theft of Nonexpendable Property - Grantees shall be responsible for replacing or repairing equipment which is willfully or through negligence, lost, stolen, damaged or destroyed. Any loss, damage, or theft of nonexpendable property shall be investigated, fully documented and reported to DCJS.
3. Record Keeping Requirements - Grantees are required to maintain a readily identifiable inventory of property purchased in whole or in part with grant funds. This inventory is to be made a part of the grantee's official records and be available for review. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; location, use, and condition of the property, and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share. See Appendix A for a sample Equipment Listing form. This form must be prepared and maintained for each piece of equipment that costs more than \$5,000 and has a useful life of one year or more.

In addition to the above, grantee property management records should contain copies of the purchase order and invoice.

4. Inventory - A physical inventory of property shall be taken by the grantee and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property. The results of the inventory must be forwarded to DCJS for review and concurrence.
5. Controls - A control system shall be in effect to insure adequate safeguards to prevent loss, damage or theft to the property. Any loss, damage or theft of nonexpendable property shall be investigated, fully documented and made part of the official grant file.
6. Maintenance - Adequate maintenance procedures shall be established to keep the property in good condition.

7. Excess Property - Proper sales procedures shall be established for unneeded property which would provide for competition to the maximum extent practical and result in the highest possible return.
8. Record Retention Period - Records for nonexpendable property that was acquired in whole or in part with grant funds must be retained for three years after final disposition of the nonexpendable property.

D. Standards and Procedures for Specific Types of Property

1. Expendable Personal Property - When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any grant purposes, the grantee may retain the property or sell the property as long as it compensates the Court Security Fund for its share in the cost.
2. Real Property - Grantees shall use real property acquired in whole or in part with grant funds for the authorized purpose of the original grant as long as needed, whether or not the program or project continues to be supported by grant funds.

Initially, title to and accountability for real property acquired in whole or in part with grant funds in accordance with approved budgets is vested in the grantee. Upon completion of the grant project, grantees shall submit, as part of the final expenditure report, a description of the real property acquired in whole or in part with grant funds. Upon receipt and review of the final expenditure report, DCJS shall formally advise grantees within 90 days after receipt of the final expenditure report of the determination it has made relative to the use of real property acquired in part or in whole with grant funds. In this respect, DCJS may exercise one of two options.

- a. Permit the grantee to retain the real property acquired with grant funds as long as there is a need for the real property to accomplish the purpose of the program or project, whether or not the program or project continues to be supported by grant funds, provided that the use of such property is consistent with those objectives authorized for support by the Court Security Fund.

- b. Real property may be transferred to other grantees or activities needing the real property provided that use of such real property is consistent with those objectives authorized for support by the Court Security Fund.

When the real property is no longer needed as provided in (a) and (b) above, the grantee shall return all real property FURNISHED OR PURCHASED wholly with grant funds to the control of the Court Security Fund. In the case of real property purchased in part with grant funds, the recipient of such real property may be permitted to retain title upon compensating the Court Security Fund for their fair share of the property. State shares of the property shall be computed by applying the percentage of the state participation in the total cost of the program for which the property was acquired to the current fair market value of the property. In those instances where in the recipient does not wish to purchase real property purchased in part with grant funds, disposition instructions shall be requested from Court Security Board.

- 3. Nonexpendable Personal Property - When nonexpendable personal property is acquired by grantees in whole or in part with grant funds, title will not be taken by the Court Security Fund, but shall be vested in the grantee subject to the restrictions set forth in the following paragraphs on the use and disposition of the property.

Upon completion of the grant project, each grantee must submit, as an attachment to its final expenditure report, equipment listing identifying each piece of equipment purchased in whole or in part with grant funds. Upon receipt and review of the final expenditure report, DCJS shall formally advise the grantee, within 90 days after receipt of the final expenditure report, of the determination it has made relative to the use of the equipment. In this respect, Court Security Board may exercise one of two options:

- a. Permit the grantee that purchased initially such equipment in whole or in part with grant funds to retain such equipment provided that the grantee certifies on the equipment listing form that it will use the property consistent with those objectives authorized for support by the Court Security Fund.
- b. Permit the nonexpendable property to be transferred to other grantees needing the property provided that these

recipients make written assurance that they will use the property consistent with those objectives authorized for support by the Court Security Fund.

When a recipient of nonexpendable property purchased in whole or in part with grant funds no longer has need for the property in any of its programs, projects, or activities, the recipient shall notify DCJS in writing of this fact and request disposition instructions. DCJS will use the following standards in making final disposition of the property.

- a. Nonexpendable property with a unit acquisition cost of less than \$1,000. DCJS may permit the recipient to use the property without reimbursement to DCJS or sell the property and retain the proceeds.
- b. Nonexpendable property with a unit acquisition cost of \$1,000 or more.
 - (1) DCJS may permit the recipient to retain the property for other uses provided compensation is made to the Court Security Fund. The amount of compensation shall be computed by applying the percentage of state participation in the cost of the original program under which the grant was funded to the current fair market value of the property.
 - (2) DCJS may instruct the recipient to ship the property elsewhere. The recipient shall be reimbursed by the beneficiary with an amount that is computed by applying the percentage of the recipient's participation in the costs of the program under which the grant was funded to the current fair market of the property, plus any reasonable storage cost incurred.
 - (3) DCJS may instruct the recipient to sell the property and reimburse the Court Security Fund an amount that is computed by applying the percentage of state participation in the cost of the original program under which the grant was funded to the current fair market value of the property. The recipient is permitted to retain \$100 or ten (10) percent of the proceeds;

whichever is greater, for selling and handling expenses.

- (4) When DCJS determines that nonexpendable property which has been purchased wholly with state funds and has an acquisition cost of \$1,000 or more, is unique, difficult or costly to replace, DCJS may reserve the right to require the recipient to transfer the property to the control of the Court Security Fund or directly to a third party named by DCJS when such third party is otherwise eligible under existing regulations. Such reservation shall be subject to the following standards:
 - (a) The property shall be appropriately identified in the DCJS grant agreement or otherwise made known to the recipient.
 - (b) DCJS shall issue disposition instructions within 90 calendar days after the end of DCJS support of the project for which it was acquired.

E. Replacement of Property

When an item of nonexpendable personal property with an acquisition cost of \$1,000 or more is no longer efficient or serviceable but the recipient continues to need the property, the recipient may replace the property with its own funds through trade-in or sale and purchase of new property, provided the following requirements are met:

1. Similar Function - Replacement property must serve the same function as the original property and is of the same nature or character, although not necessarily of the same grade or quality.
2. Credits - Value credited for the property, if the property is traded in, must be related to its fair market value.
3. Time - Purchase of replacement property must take place soon enough after the sale of nonexpendable property to show that the sale and the purchase are related.
4. Compensation - Replacement of property under this paragraph is not a disposition of such property. The recipient is not required at the time of replacement to compensate the Court Security Fund for

their shares of the property; rather, the State share shall be transferred to the replacement property with an appropriate adjustment as provided in section 5 (below). The replacement property shall be subject to the same instruction on use and disposition as the property replaced.

5. Calculation of State Shares - The State shares of the replacement property shall be calculated as follows:
 - a. The proceeds from the sale of the original property or the amount credited for trade-in shall be multiplied by the state share (percentage) to produce a dollar amount.
 - b. The percentage ratio of the dollar amount to the total purchase price of the replacement property shall be the state share of the replacement property.
6. Prior Approval - Recipients of grant funds must obtain the written permission of DCJS to use the provision of this paragraph prior to entering into negotiation for the replacement or trade-in of nonexpendable property.

Chapter 9

MONITORING

A. General

The Division of Criminal Justice Services/Court Security Fund and the West Virginia Supreme Court of Appeals may make at least one site visit to each grant program during the project period to monitor the performance of grant-supported activities. Site visits will:

1. Determine progress made toward achieving project objectives;
2. Determine compliance with terms, conditions, and purpose of grant;
3. Identify technical assistance needs; and
4. Provide guidance of future design or funding of similar projects.

APPENDIX A

Reports

Court Security Fund
Division of Criminal Justice Services
STATE OF WEST VIRGINIA

GRANT PROGRESS REPORT

RECEIVED
(For DCJS Use Only)

GRANTEE:

GRANT #:

PROJECT TITLE: **Court Security**

PREPARED BY: (Name, Address, Phone and Fax #)

FOR PERIOD FROM: **THRU:**

REPORT #: **DATE PREPARED:**

Describe progress, achievements, and difficulties encountered. Comments should directly relate to the accomplishments of the objectives, goals, and impact of the project.

GRANT PROGRESS REPORT

INSTRUCTIONS

The following instructions should be observed when preparing progress reports:

- DUE DATES:** Due within twenty (20) days after the end of the quarter or month.
- GRANTEE:** Enter the name of the unit of local government or state agency that is designated as the grant recipient.
- PREPARED BY:** Type the name, address, phone and fax number of the person preparing this report and sign.
- GRANT #:** Enter the number assigned by the Division of Criminal Justice Services. Example: 98 - DC - 12
- PROJECT TITLE:** Enter the same title of the project that was used in the grant application.
- FOR PERIOD _____ THRU _____:** Enter the period of time covered by this report. (Monthly)
- REPORT #:** Assign consecutive numbers as each report is submitted.
- DATE PREPARED:** Enter the date this report was prepared.
- DISTRIBUTION:** Retain one copy for grantee records
Submit **ONE** original to:

Division of Criminal Justice Services
1204 Kanawha Boulevard East
Charleston, West Virginia 25301

- QUESTIONS:** Phone (304)558-8814 and speak to the Justice Programs Specialist assigned to the grant.

WEST VIRGINIA Division of Criminal Justice Services	Request for Reimbursement
--	--

RECEIVED (For CJ & HS Use Only)	Grantee:
	Address: _____ _____ _____
	Project #:
	FEIN#:
	Funds are hereby requested to cover expenditures
	FROM: TO:
	Project Cash Expenditures \$

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

BY: _____ **TYPED NAME & TITLE** _____ **SIGNATURE** _____ **DATE** _____

(County Commission President or Grant Financial Officer ONLY)

CJ & HS USE ONLY	
ADMINISTRATIVE APPROVAL:	
This request is approved in the amount of \$ _____	
_____	_____
Initials	Date
Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.	
_____	_____
Financial Officer's Signature	Date

WEST VIRGINIA

Division of Criminal Justice Services

Project Financial Report

Final Report ☐

Page _____ of _____

Report #: _____

Subgrantee: _____

Address: _____

Prepared By: _____

Phone #: _____

Signature: _____

For Period _____ to _____

Date Prepared: _____

Project #: _____

CATEGORY	APPROVED BUDGET (If Applicable to Program)			EXPENDED THIS PERIOD (If Applicable to Program)			EXPENDED TO DATE (If Applicable to Program)			UNPAID OBLIGATIONS Grant Funds ONLY
	Grant Funds	Cash Match	In-Kind Match	Grant Funds	Cash Match	In-Kind Match	Grant Funds	Cash Match	In-Kind Match	
Personnel/ Contractual										
Travel/ Training										
Equipment										
Other										
TOTALS										

INSTRUCTIONS

The following instructions should be observed when preparing a Project Financial Report:

DUE DATES: Reports are due in the Division of Criminal Justice Services by the C.O.B. on the 20th day of the month following the period of this report.

SUBGRANTEE: Enter the name and address of the State Agency, Unit of Local Government, or Non-Profit Agency that is designated as the grant recipient.

PREPARED BY: Type the name and phone number (including extension) of the person preparing this report. The preparer must sign in the space provided.

FOR PERIOD _____ to _____: Enter the month(s) covered by this report.

FINAL REPORT: Check this block if this is the last report.

DATE PREPARED: Enter the date this report was prepared.

PROJECT #: Enter the number assigned by the Division of Criminal Justice Services.

APPROVED BUDGET: Enter the latest approved project budget.

EXPENDED THIS PERIOD: Enter expenditures made during this reporting period. Expenditure information should be based on actual disbursements and should not be rounded.

Copies of the appropriate documentation supporting this period's expenditures must be attached to this form.

REPORT #: Assign consecutive numbers as each report is submitted.

EXPENDED TO DATE: Enter cumulative expenditures to date based on actual disbursements and not rounded.

UNPAID OBLIGATIONS: Enter all obligations that have been incurred during this reporting period that have not been paid.

Submit original report to:

Division of Criminal Justice Services
1204 Kanawha Boulevard, East
Charleston, West Virginia 25301

QUESTIONS: Phone 558-8814 between 8:30 a.m. and 4:30 p.m.

COURT SECURITY FUND

Overtime and/or Salary Time Sheet

Employee:	Agency:
Month/Year:	Grant Number:

DATE:	HOURS WORKED	TIMES HOURLY RATE	AMOUNT DUE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
TOTAL			\$

The undersigned certifies that the above named employee was paid for the above listed salary or overtime.

EMPLOYEE

SUPERVISOR

FRINGES (*list separately*)

FICA	\$
WORKERS COMP	\$
UNEMPLOYMENT	\$
INSURANCE	\$
RETIREMENT	\$
TOTAL SALARY/FRINGES	\$

OTHER EXPENSES		
DATE	ITEMS	AMOUNT
	Total	\$0.00

[illegible]

I certify that I have personally examined and approved this Travel Expense Account Settlement. The terms of expense are reasonable and correspond to the assigned duties of the traveler. The terms of expense further meet all State of West Virginia Travel Regulations and are within the budget of this spending unit.

Date _____

GRANT EQUIPMENT LISTING INSTRUCTIONS

The following instructions should be observed when preparing equipment listings:

DUE DATES:	Due within twenty (20) days after the end of the month in which equipment was purchased.
GRANTEE:	Enter the name of the Local Government or State agency that is designated as the grant recipient.
PREPARED BY:	Type the name, address, phone and fax number of the person preparing this report, and sign.
GRANT #:	Enter the number assigned by the Division of Criminal Justice Services.
PROJECT TITLE:	Enter the same title of the project that was used in the grant application.
FOR PERIOD FROM/THROUGH:	Enter the period of time covered by this report.
REPORT #:	Assign consecutive numbers as each report is submitted.
DATE PREPARED:	Enter the date this report was prepared.
DESCRIPTION OF EQUIPMENT:	Enter a concise but complete description of each piece of equipment purchased in whole or in part with grant funds. Equipment is defined as physical property costing over (\$300 Task Forces) (\$5,000 All Other Projects) and having a useful life of one or more years.
FROM WHOM PURCHASED:	Enter the name of the vendor the equipment was purchased from.
TOTAL COST:	Enter the total funds used to purchase the equipment including grant and matching funds.
FEDERAL FUNDS:	Enter the federal grant funds used to purchase the equipment.
DATE PURCHASED:	Enter the date the equipment was ordered.
SERIAL NUMBER:	Enter the serial number of the manufacturer. If none is available, enter the model number.
CONDITION:	Enter either new or used depending on status at time of order.
LOCATION:	Enter the exact location of the equipment (i.e., address, car number, etc.).

DIVISION OF CRIMINAL JUSTICE SERVICES
STATE OF WEST VIRGINIA

EQUIPMENT LISTING

GRANT#:

PROJECT TITLE:

PREPARED BY: (Name, Address, Phone and Fax #)

FOR PERIOD FROM:

THROUGH:

REPORT #:

DATE PREPARED:

[illegible]

CERTIFICATION: I hereby certify (1) that the above equipment listing is accurate and true, and (2) that the equipment will continue to be used consistent with those objectives authorized by the Division of Criminal Justice Services.

Typed Name and Title

Signature

Date _____

APPENDIX B

State Travel Regulations

STATE TRAVEL RULE

SECTION 1. General

1.1 Scope:

This rule governs in-state, out-of-state and international travel, hereinafter referred to as "travel," for state officials, employees and non-employees, except those in the legislative and judicial branches of state government and except the Attorney General, Auditor, Secretary of State, Treasurer, Board of Investments and Commissioner of Agriculture and their employees traveling on behalf of the state of West Virginia.

1.2 Authority- *West Virginia Code*, §12-3-11

1.3 Filing Date- March 26, 1998

1.4 Effective Date- July 1, 1998

SECTION 2. Delegation of Authority and Responsibilities

2.1 Authority to manage, approve or disapprove travel and travel-related expense is delegated exclusively to the administrative head of a state agency. Authority may be revoked by the Travel Management Office.

2.2 The spending officer may delegate authority to others within the respective state agency to act as designee(s) for authorizing and approving travel and travel-related expenses as may be required. All such authorizations and approvals shall be made in accordance with the provisions of these regulations.

2.3 Travel may be authorized only for official business and only if the state agency has the financial resources to reimburse the traveler for travel expenses.

2.4 The spending officer may develop administrative policies and procedures for the state agency, consistent with these regulations, to provide additional guidance to employees and others traveling on behalf of the state agency.

2.5 The responsibility to audit a traveler's expense account settlement lies with the state agency. Approval of a traveler's expense account settlement by the state agency means that the expense account settlement meets all criteria established by this rule for reimbursement. The state agency shall audit and submit an accurate expense account settlement for reimbursement to the Auditor's Office within 15 days after completion of travel.

SECTION 3. Travel regulations applicable to all employees, board and commission members, and non-employees

3.1 Employees

3.1.1 Approval to travel shall be secured in advance by the employee in accordance with these regulations and, if applicable, the administrative policies and procedures of the state agency. Under no circumstances should an employee travel without proper approval of the spending officer.

3.1.2 Employees are responsible for submitting a travel expense account settlement form, with all required attachments, to the travelers spending unit. The form should be submitted within the time prescribed by the Travel Management Office or spending unit, after the last day of the approved travel to qualify for reimbursement of expenses or for payment.

3.1.3 Consultants, contractors and non-employees are not required to use these rules and regulations, at the spending unit's option. All consultant and contractor travel should be included as part of the consulting/contractor fee agreement.

3.1.4 Reimbursement of travel expenses paid from federal, state and private grants shall be governed by the terms and conditions of the grant if they differ from those contained in this rule; otherwise, this rule shall govern such reimbursement.

3.2 Board and Commission Members

3.2.1 This rule shall govern reimbursement of travel expenses to board and commission members when legislation requires such members to follow this rule.

SECTION 4. Transportation

4.1 Air Transportation

4.1.1 Commercial Airlines

4.1.1.1 Allowable reimbursement for commercial airline travel shall include the actual expense or cost for the least expensive logical fare via the most direct route, or a reasonable alternative route if it results in lower fare. Travelers may not specify a particular airline to accumulate mileage or promotional plans, such as frequent flyer programs, if it results in a higher airfare. [See Section 11]

4.1.1.2 Travelers are expected to make advance bookings through the contracted travel service vendor to secure the least expensive airfare possible. Reimbursement for tickets where reservations were not made through the contracted travel services vendor requires authorization from the Travel Management Office before reimbursement will be made. Reimbursement may be made to the traveler in advance for airfare purchased between 45 and 180 days before the trip begins.

4.1.1.3 In order to receive reimbursement, the traveler must submit the original invoice from the travel service vendor. If airfare is reimbursed before the trip, it must be referenced on the traveler's final expense account. Refundable or unused airline tickets shall be returned immediately to the ticket issuer for proper credit/refund.

4.1.1.4 Commercial airline tickets may be direct billed to the spending unit and paid before the travel if allowed by the spending units' administrative policies and procedures. The traveler must attach a copy of the travel agency's itinerary or other proof of travel to the expense account settlement.

4.1.1.5 If a change in the cost of airfare is incurred, the charge is reimbursable if the traveler is directed by the appropriate spending unit officer to change his or her travel plans, or if other extenuating circumstances arise. Increased or extra charges incurred due to the traveler's negligence will be considered a personal expense of the traveler and shall not be reimbursed.

4.1.1.6 Deliberately causing increased costs or delays to obtain personal gratuities, such as denied boarding compensation, frequent flier points or mileage, or similar benefits, is prohibited. In addition, conversion of airline tickets for personal benefit, such as downgrading tickets, returning unused tickets for cash, credit, or personal airline tickets, or similar actions, is prohibited. Any credits, rebates or refunds resulting from these actions must be returned to the state of West Virginia. [See Section 11]

4.1.1.7 All major airlines charge a fee to issue paper flight coupons in situations where an e-ticket is available. E-tickets are the industry standard and are issued automatically unless the traveler specifically requests a paper ticket. The e-ticket will be sufficient for traveling and reimbursement. If a paper ticket is requested, the service charge will not be reimbursed. If travelers experience problems with e-tickets when exchanging due to flight cancellations or delays, particularly when changing airlines, the travel service vendor is required to assist and provide proper documentation.

4.1.2 Non-Commercial Aircraft Service.

4.1.2.1 For any state-owned or private aircraft service, please contact the Aviation Division at (304) 558-0403 for policies, procedures and instructions.

4.2 Ground Transportation

4.2.1 The traveler may use a state-owned vehicle, privately-owned vehicle, or a commercial rental vehicle for ground transportation. The availability and use of a state-owned vehicle will be determined by the Fleet Management Office and/or the spending units' administrative policies and procedures.

4.2.2 The operator (traveler) of a vehicle must possess a valid operator's license. The operator is personally responsible for any fines and/or penalties resulting from citations, charges, or warrants attributable to operator negligence. Such fines and/or penalties shall not be a reimbursable expense.

4.2.3 In cases where a traveler chooses to drive rather than fly while on business, reimbursement will be based on actual in transit expenses (mileage, hotels, parking, meals, etc.), not to exceed the lowest available commercial airfare plus local transportation, and parking (where required) to and from the airport.

4.2.4 Roadside assistance services, if needed for a state vehicle, may be reimbursed at

actual cost if deemed appropriate and reasonable by the spending officer.

4.2.5 State-Owned Vehicles

4.2.5.1 State-owned vehicles may be requested from a spending unit's motor pool in accordance with the spending unit's administrative policies and procedures. State-owned vehicles are for "official business use" only and must be operated by an employee of the spending unit.

4.2.5.2 Receipts/documentation is not required for use of state-owned vehicles. When the gas card is not used a receipt is required for fuel.

4.2.6 Privately-Owned Vehicles/Courtesy Vehicles

4.2.6.1 Privately-owned and courtesy vehicles may be used when traveling on state business. Reimbursement will be made at the prevailing rate per mile established by the Travel Management Office, excluding normal daily commuting mileage, for actual miles traveled using the shortest practicable route to the point of arrival at the traveler's destination. This rate is intended to cover all operating costs of the vehicle (including fuel, maintenance, depreciation, insurance, etc.), and no additional reimbursement will be made.

4.2.6.2 Receipts are not required for reimbursement of mileage for using privately-owned/courtesy vehicles.

4.2.7 Commercial Rental Vehicles

4.2.7.1 Commercial rental vehicles may be used when traveling on state business with the contracted car vendor. Reimbursement for rentals not made with the contracted car vendor requires authorization from the Travel Management Office. Reimbursement will be made at actual cost for the daily rental fee for a mid-size or smaller vehicle, plus mileage fees and fuel costs. For travel of more than a few days in duration, weekly rental rates may be reimbursed if they will result in a lower total cost than the daily rate. Reimbursement may be made for full-size vehicles if more than three (3) people are traveling together on spending unit business and for larger vehicles if a group of five (5) or more is traveling together.

4.2.7.2 Collision damage insurance for automobile rentals of seven (7) days or less are reimbursable, and should be taken, unless the rental has been made using the State Travel Credit Card, which provides collision damage coverage at no cost for rentals up to 60 days.

The program does not cover the rental of trucks, campers, off-road vehicles, trailers, motorized bikes, motorcycles and motorized scooters, antique cars, high value, special interest and exotic cars or vans that seat more than 15 occupants.

Collision damage insurance for rentals of more than seven (7) days is not reimbursable and should not be taken. The state of West Virginia insurance program automatically covers collision insurance for vehicle rentals more than seven (7) days. No other

insurance or insurance-like product is reimbursable for rentals used in the United States, unless required by law. Full coverage insurance is a reimbursable expense for any approved rental vehicle used outside the United States.

4.2.7.3 It is not mandatory to reserve rental vehicles through the contracted travel agency vendor. However, in the case where a third party booking incurs a service fee, that fee will not be reimbursed (i.e. some internet sites charge a service fee for booking cars). Travelers may use car rental services from another company in the following situations:

- a) Rental car vendor does not have a location in the specific area.
- b) Rental car vendor does not have the appropriate vehicle at the time needed.
- c) Rental car vendor does not have the appropriate vehicle for the duration needed.

Travelers must note these exceptions on the travel expense settlement form.

4.2.7.4 Receipts and/or documentation are required for reimbursement of car rental and mileage charges or fees. Reimbursement may be made for actual fuel costs. Receipts should be attached, if available. Travelers must return rental cars with a full tank of fuel; refueling costs charged by rental agencies are not reimbursable.

4.2.8 Rail Service

4.2.8.1 Travelers are expected to make advanced bookings through the contracted travel services vendor and use the least expensive logical fare via the most direct route, or other reasonable route that results in a lower fare.

4.2.8.2 Receipts/documentation is required for reimbursement of rail service expenses.

4.2.9 Miscellaneous Ground Transportation

4.2.9.1 When courtesy transportation is provided by a hotel, motel, or other service facility, the traveler is encouraged to use their service.

4.2.9.2 Travelers may be reimbursed for taxi, bus, and other forms of public transportation. Receipts are not required if under the limit authorized by the Travel Management Office.

SECTION 5. Lodging

5.1 Reimbursement

5.1.1 Allowable reimbursement for lodging shall include the actual expenses for overnight accommodations and all applicable taxes and surcharges.

5.1.2 Reimbursement for a single occupancy shall be at the least expensive single room rate available.

5.1.3 For multiple occupancy, reimbursement may be claimed fully by one traveler with no claim filed by the other traveler, or each traveler may be reimbursed at equal

percentages of the total actual cost for accommodations.

5.1.4 If a change in the lodging charge is incurred, the change is reimbursable if the traveler is directed by the appropriate agency officer to change her or his travel plans, or in other extenuating circumstances, as approved by the immediate supervisor of the traveler. Charges incurred due to the failure of the traveler to notify the facility will be considered the personal expense of the traveler.

5.1.5 It is not mandatory to reserve hotels through the contracted travel agency vendor. However; in the case where a third party booking incurs a service fee, that fee will not be reimbursed (i.e., some internet sites charge a service fee for booking hotels).

5.2 Receipts

5.2.1 Receipts are required for lodging reimbursement. The hotel/motel invoice or folio shall be the official document utilized for reimbursement to the traveler.

5.3 Direct Billing

5.3.1 Lodging may be direct billed if allowed by the spending unit's administrative policies and procedures. The traveler must attach a copy of the lodging invoice or other proof of lodging to the expense account settlement.

SECTION 6. Meals

6.1 Meal expense reimbursement is limited to actual expenses for food, service and gratuities, not to exceed the Authorized Daily Rates as established by the U.S. General Services Administration (GSA). Specifically excluded are alcoholic beverages and entertainment expenses. Where a percentage of the maximum daily rate is used, the traveler may round the calculated amount up to the next whole dollar. Meal reimbursement is allowed when lodging is listed as "gratis" or "no charge."

6.2 State employees will be reimbursed the actual cost of meals when there is an overnight stay. Employees will be reimbursed actual costs not to exceed the established GSA meal rates.

6.2.1 Exceptions may be granted to these rates in situations when authorized by the cabinet secretary/agency head. If reimbursement is made in excess of the GSA rates, receipts are required and the cabinet secretary/agency head must approve the expense voucher.

6.3 When meals are provided for a traveler, the traveler's maximum daily rate shall be reduced by the appropriate amount. To determine the amount of deductions for meals, allowances for meal expenses shall be deducted accordingly:

Breakfast	20% of the maximum daily rate
Lunch	20% of the maximum daily rate
Dinner	60% of the maximum daily rate

6.3.1 On the first and last days of travel of an overnight trip when no meals are provided, the allowable reimbursement is based on 75% of the GSA per diem rate for the specific city. Departure or arrival times are not considered. If a meal(s) is provided gratis or included within a registration fee of the business travel, the per diem rate must be reduced by the appropriate amount as indicated in 6.3 from the 75% of the GSA Authorized Daily Rates.

6.4 Meal expenses for single day travel are not reimbursable. Single day travel is travel without an overnight stay. Travel without an overnight stay will not qualify a traveler as being away from home for purposes of receiving non-taxable meal reimbursement. This does not apply to Guardian Travel [see Section 6.5.1].

6.5 The following qualifications for extraordinary meal expense reimbursement require the exercise of good judgment in determining what is a "reasonable" expense to incur for the situation.

6.5.1 Travelers transporting or accompanying clients, patients, students or others entrusted to a spending unit for their care, education or placement, referred to as Guardian Travel, may be reimbursed the actual cost of meals, not to exceed the ADR. Receipts (or the student signature form) per the state's current guidelines are required.

6.5.2 Employees in undercover operations, law enforcement personnel and others in certain occasional overtime situations, at the direction of the spending officer/designee, may be reimbursed for their actual expenses. These cases must have the approval of the cabinet secretary or agency head. Agencies should keep appropriate documentation on file.

SECTION 7. Registration Fees

7.1 Fees or charges for attendance at conferences, meetings, seminars, and/or workshops, as well as event-related materials, are reimbursable expenses to the traveler. Reimbursement for registration fees at meetings or conference is allowable and must be supported by a receipt. Employees should verify acceptable payment methods with the conference before the conference. Registration fees should be charged to the employee's corporate travel card, 'ghost account' or ATM cash advance.

If this is not possible, the registration can be direct billed. An agency purchase order may be issued, if necessary. The traveler must attach a copy of the registration invoice or other proof of attendance to the expense account settlement.

7.2 Receipts are required for reimbursement. The receipt/documentation provided by the event sponsor shall be sufficient for reimbursement. Travelers are reminded to adjust meal reimbursement requests for meals included with the registration fee.

7.3 The traveler will not receive an allowance or reimbursement for lodging or food included in

registration fees.

7.4 If a cancellation charge is incurred, the charge is reimbursable if the traveler is directed by the appropriate spending officer/designee to change her or his travel plans, or if other extenuating circumstances arise and are approved by the spending officer/designee. Charges incurred due to the failure of the traveler or the traveler's representative to notify the event sponsor will be considered a personal expense to the traveler.

SECTION 8. Other Expenses

8.1 Travelers may incur miscellaneous business-related expenses for which reimbursement may be made, if appropriate. Receipts are required for any individual expenditure in excess of \$75.00. The spending officer/designee may require any and/or all receipts at their option, as a means of cost control.

An agency may allow an employee to file a copied, faxed or duplicate invoice if the original receipt is lost; however, the Auditor's Office requires two original signatures, in addition to the traveler's. One signature must be the chief financial officer, or the agency/department administrator, and the other must be a delegated agency staff person, who has a signature card on file with the Auditor's Office.

Such expenses and reimbursement may include, but are not limited to:

- a.** Baggage handling and gratuities when using public transportation or conveniences (i.e., taxi, limousine, air porter services, or airport/rail curbside check-in), or when using a lodging facility that has portage (i.e., "bell person") services rather than a facility where the traveler is expected to carry her or his own luggage;
- b.** Baggage storage between appointments, and between hotels and meeting places;
- c.** Tolls, garage and parking fees, including gratuities;
- d.** Communication expenses, such as: (1) local calls which may include a surcharge; (2) long distance calls which may include toll charges and surcharges and must be made on the current corporate communications travel card; (3) surcharges for long distance calls when the toll charges are direct billed; and (4) facsimiles, cablegrams, or telegrams which may include toll charges, surcharges, or delivery charges;
- e.** Currency conversion;
- f.** Guides, interpreters, and visa fees; or,
- g.** For trips involving multiple days of travel or for single day travel where the traveler is unexpectedly delayed for business reasons, the traveler may make one personal telephone call home per day. Reimbursement shall be made at actual cost, not to exceed \$3.00 a day. This

call must not be made on the state telecommunications or travel cards.

8.2 Non-reimbursable travel-related expenses include the cost of passports (not as a travel expense, but may be considered as a direct charge to the spending unit), interest on late payment of individually held travel cards, and personal flight or baggage insurance. Exceptions must be approved by the spending officer.

8.3 Persons traveling in foreign countries should report their expenditures in United States dollars. The total expenditure in foreign currency must be converted into United States dollars at the rate or rates at which the foreign money was obtained. The rates of conversion and the commissions charged must be shown. Travelers are encouraged to use the corporate travel card to receive the best conversion rates and avoid high currency conversion fees.

SECTION 9. Form of payment for business travel

9.1 Corporate Travel Card

9.1.1 Travelers should use the corporate charge card issued by the state of West Virginia for business related travel expenses. No personal purchases are permitted. The state and its agencies expect their employees to observe a standard of conduct which will not reflect discredit upon the integrity of their employees. Delinquency may result in suspension or cancellation of charging privileges. The employee is responsible for all purchases and cash advances charged to his or her card. Reimbursement from the state must be forwarded to the Corporate Travel Card Company. Employees may be requested to sign an acceptance of responsibility form, at the agency's discretion.

9.2 Cash Advances from an Automatic Teller Machine (ATM) using the State Corporate Travel Card

9.2.1 A cash advance for either in-state or out-of-state travel is permissible when an employee travels a minimum of two (2) consecutive days on official business.

Cash advances are limited to the maximum amount authorized by the spending unit. However, the minimum cash advance is \$100, with a maximum of \$350 in a seven-day period.

A cash advance is for business purposes only. No cash advance for personal purposes is permitted.

The preferred method of obtaining a cash advance is to use the state corporate travel card at an ATM or bank lobby. ATM cash advances should be obtained at a bank location as convenience stores may limit the amount of cash it dispenses.

The employee will be reimbursed for only one (1) ATM cash advance transaction fee and associated fees per trip, unless authorized by the Travel Management Office.

9.2.2 For employees ineligible to receive a state corporate travel card or those who

have applied and have not yet received their card, the cash advance procedure in 9.3 applies.

9.2.3 The receipt ticket from the ATM machine is required for reimbursement of the ATM transaction fee.

9.3 Cash Advances from the Auditor's Office

9.3.1 Cash Advances for Employees

9.3.1.1 Cash advances may be received by employees for business travel for the payment of registration fees and/or daily miscellaneous expenses where the state corporate charge card is not accepted. Cash advances may be issued for: (a) out-of-state travel; (b) a minimum of four (4) days and a maximum of the number of days approved for travel at the rate of \$50 per day for miscellaneous expenses; (c) the exact amount of registration fee which is \$100 or more; (d) the total estimated expenses for a student or student group; and (e) other circumstances approved by the spending officer/designee.

9.3.2 Settlement of Cash Advances

9.3.2.1 All cash advances must be settled by the individual traveler and spending unit within thirty (30) days after completion of travel. Such settlement shall be submitted by the spending unit to the Auditor's Office for final settlement within the time frame prescribed by the Auditor's Office.

9.3.2.2 Failure to settle a cash advance within the time frame prescribed by the Auditor's Office may result in suspension of cash advance privileges.

9.4 Direct Billing

9.4.1 Direct billing may be authorized by the spending officer according to the spending unit's travel guidelines. The traveler is responsible for attaching to the expense account settlement copies of receipts, invoices, etc. for any direct billed fee.

SECTION 10. Reimbursement Forms

The form(s) used for reimbursement of travel expenses shall be those promulgated by the Travel Management Office and the Auditor's Office.

SECTION 11. Other Provisions

According to the West Virginia Ethics Commission, frequent flier miles, hotel bonus points or other travel incentives resulting from official business travel may be used only for future official business travel.

SECTION 12. Exceptions

Any exceptions to this rule must be documented in writing and approved by the Travel Management Office.

APPENDIX C

Sample Budget Adjustment

----- COUNTY, WEST VIRGINIA

County Building
Main Street
City, West Virginia 25000

Chairperson
Court Security Board
E-100, Capitol Complex
Charleston, West Virginia 25305

Dear:

RE: Grant Number: 06-CS-____

This is to request an adjustment of our Court Security Grant budget. \$6,000 is budgeted for the purchase of a metal detector under the Equipment Category. The low bid for a metal detector is \$5,000 from Acme, Incorporated. I am now in the process of ordering a metal detector from Acme. Please transfer the remaining \$1,000 to the Other Category for the purchase of duress alarms.

Please adjust our grant budget as follows:

<u>Category</u>	<u>Approved Budget</u>	<u>Change (+ or -)</u>	<u>Revised Budget</u>
Personnel/Contractual	\$20,000	\$ -0-	\$20,000
Travel/Training	3,000	-0-	3,000
Equipment	6,000	(1,000)	5,000
Other	<u>1,000</u>	<u>+1,000</u>	<u>2,000</u>
TOTAL	\$30,000	-0-	\$30,000

Thank you for your consideration of this request. Please let me know if you have questions.

Sincerely,

County Commission President

c: Leslie S. Boggess, DCJS

APPENDIX D

Lobbying

Lobbying

All grants funded with State of West Virginia funds, will contain in the grant contract a certification regarding lobbying. The certification will be signed by the authorized official of the grant indicating that no grant funds will be used to lobby, or if lobbying is engaged in by anyone associated with the grant, it will be done with non-state funds. A Disclosure of Lobbying Activities form must be completed and submitted to DCJS in all instances of grantee lobbying with non-state funds.